

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM614808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal		12/16/2020	National Banking Association: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	STELLA & CHEWY'S LLC		
<b>Street Address:</b>	111 West Oakview Parkway		
<b>City:</b>	Oak Creek		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53154		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88614292	STELLA & CHEWY'S	
<b>Serial Number:</b>	88613380		
<b>Serial Number:</b>	88595848	MARIE'S MIX-INS	
<b>Serial Number:</b>	88363061	MARIE'S MAGICAL DINNER DUST	
<b>Serial Number:</b>	88274424	CARNIVORE CRAVINGS	
<b>Serial Number:</b>	88274468	STELLA'S ESSENTIALS	
<b>Serial Number:</b>	88243775	MORE WAGS PER BAG	
<b>Serial Number:</b>	88189194	RAD DOG	
<b>Serial Number:</b>	88033930	MARIE'S KITCHEN	
<b>Serial Number:</b>	88005579	MEAL MIXERS	
<b>Serial Number:</b>	87844091	WILD WEENIES	
<b>Serial Number:</b>	87639643	STELLA'S STEW	
<b>Serial Number:</b>	87612159	CARNIVORE CRAVINGS	
<b>Serial Number:</b>	87417629	A KIBBLE ABOVE	
<b>Serial Number:</b>	87362108	THE POWER & TASTE OF RAW IN EVERY BITE	
<b>Serial Number:</b>	87976973	THE POWER & TASTE OF RAW IN EVERY BITE	
<b>Serial Number:</b>	87347261	GOOD EATS	
<b>Serial Number:</b>	87242320	THE POWER OF RAW IN EVERY BITE	
<b>Serial Number:</b>	87123351	HUNTER'S BOUNTY	
<b>TRADEMARK</b>			

OP \$840.00 88614292

Property Type	Number	Word Mark
Serial Number:	86317550	KICKSTART YOUR KIBBLE
Serial Number:	86317558	A LITTLE RAW GOES A LONG WAY
Serial Number:	85659267	NUTRITION THE WAY NATURE INTENDED
Serial Number:	85641393	ONLY THE GOOD STUFF
Serial Number:	85575041	THE ULTIMATE ADD-ON
Serial Number:	77945331	SECUREBYNATURE
Serial Number:	77599506	
Serial Number:	77599510	SECUREBYNATURE
Serial Number:	77405913	THE FOOD OF LOVE
Serial Number:	77392225	DUCK DUCK GOOSE
Serial Number:	77239962	STELLA & CHEWY'S
Serial Number:	77239967	CARNIVORE CRUNCH
Serial Number:	77239977	CARNIVORE KISSES
Serial Number:	78222155	FARM FRESH

#### CORRESPONDENCE DATA

**Fax Number:** 6082832275

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 608-257-3501

**Email:** kateelin@michaelbest.com

**Correspondent Name:** Kelly Teelin

**Address Line 1:** 1 S. Pinckney Street

**Address Line 2:** Suite 700

**Address Line 4:** Madison, WISCONSIN 53703

<b>NAME OF SUBMITTER:</b>	Kelly Teelin
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<b>SIGNATURE:</b>	/s/ Kelly Teelin
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<b>DATE SIGNED:</b>	12/16/2020
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#### Total Attachments: 11

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## **RELEASE OF IP SECURITY INTEREST**

THIS RELEASE OF IP SECURITY INTEREST (the "Release"), dated as of December 16, 2020, is made by BANK OF MONTREAL (the "Lender") in favor of STELLA & CHEWY'S LLC, a Delaware limited liability company (the "Borrower").

WHEREAS, Borrower has entered into the Amended and Restated Credit and Security Agreement, dated as of January 15, 2020, with the Lender and Stella and Chewy's Canada ULC, a British Columbia unlimited liability company (as amended by that certain Amendment No. 1 to Amended and Restated Credit and Security Agreement, dated as of August 4, 2020, as amended by that certain Amendment No. 2 to Amended and Restated Credit and Security Agreement, dated as of October 30, 2020, and as amended by that certain Amendment No. 3 to Amended and Restated Credit and Security Agreement, dated as of the date hereof and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "Credit Agreement"));

WHEREAS, in connection with the Credit Agreement, Borrower executed and delivered to the Lender that certain Amended and Restated Intellectual Property Security Agreement, dated as of January 15, 2020, made by and between Borrower and the Lender (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower pledged and granted to the Lender a security interest in and to all of the right, title and interest of Borrower in, to and under the IP Collateral (as defined below);

WHEREAS, a Notice of Recordation of Assignment Document was recorded at the United States Patent and Trademark Office at Reel 051552/Frame 0928, No. 505871875, on January 20, 2020 (for patents) and Reel 006846/Frame 0835, No. 900531777, on January 20, 2020 (for trademarks); WHEREAS, as of the date of this Amendment, Borrower intends to repay certain indebtedness due and owing to, among other parties, the Lender, with the proceeds from a financing (the "Refinancing") pursuant to that certain Loan Agreement, dated as of the date of this Amendment, by and among the Borrower, S&C Intermediate Holdings, LLC, the subsidiaries of the Borrower party thereto, as Subsidiary Guarantors (as defined therein), the lenders party thereto, and Whitehorse Capital Management, LLC ("Whitehorse"), as administrative agent (the "Whitehorse Loan Agreement");

WHEREAS, pursuant to the Whitehorse Loan Agreement, Borrower will pledge and grant to Whitehorse a security interest in and to all of the right, title and interest of Borrower in, to and under the IP Collateral; and

WHEREAS, Whitehorse has requested that the Lender enter into this Release in order to accomplish and evidence the release of any and all right, title and interest the Lender may have in the IP Collateral pursuant to the Security Agreement; provided, that the Lender is authorized by Whitehorse to refile new notices of recordation with the United States Patent and Trademark

Office against the IP Collateral immediately after the Refinancing, contemporaneously with Whitehorse.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby states as follows:

1. Definition. As used herein, the term “IP Collateral” shall mean all of Borrower’s right, title and interest of every kind and nature as of the date hereof in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time, except to the extent constituting an Excluded Asset:

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “Trademarks”);

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges its security interest in and to the IP Collateral, and all other right, title, and interest in and to the IP Collateral.

3. Further Assurances. The Lender agrees to execute, acknowledge, procure and deliver to Borrower any and all further documents or instruments and do any and all further acts which Borrower (or its respective agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release.

4. Counterparts. This Release may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Release by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Release.

5. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**BANK OF MONTREAL**

By: Steve Teufel

Name: Steven Teufel

Title: Vice President

**SCHEDULE 1**  
**PATENTS AND PATENT APPLICATIONS**

U.S. Patent Registrations



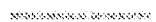
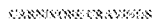
<u>Owner</u>	<u>Patent Number</u>	<u>Issue Date</u>
Stella & Chewy's LLC	8383177	26-FEB-2013

U.S. Published Patent Applications

None.

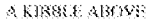



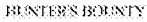
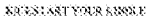

**SCHEDULE 2**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**


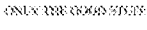
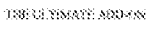
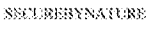

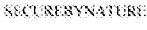
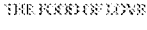
U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Owner</u>	<u>Registration/Application No.</u>	<u>Registration/Application Dates</u>
  STELLA & CHEWY'S Cross References: STELLA & CHEWYS	Stella & Chewy's LLC	88614292	12-SEP-2019
  Design Only	Stella & Chewy's LLC	88613380	11-SEP-2019
MARIE'S MIX-INS  MARIE'S MIX-INS Cross References: MARIES MIX INS	Stella & Chewy's LLC	88595848	28-AUG-2019
  MARIE'S MAGICAL DINNER DUST Cross References: MARIES MAGICAL DINNER DUST	Stella & Chewy's LLC	88363061 / 5916868	29-MAR-2019 / 19-NOV- 2019
  CARNIVORE CRAVINGS	Stella & Chewy's LLC	88274424	24-JAN-2019



<del>STELLA'S ESSENTIALS</del>  STELLA'S ESSENTIALS Cross References: STELLAS ESSENTIALS	Stella & Chewy's LLC	88274468	24-JAN-2019
<del>MORE WAGS PER BAG</del>  MORE WAGS PER BAG	Stella & Chewy's LLC	88243775	28-DEC-2018
RAD DOG  RAD DOG	Stella & Chewy's LLC	88189194	10-NOV-2018
<del>MARIE'S KITCHEN</del>  MARIE'S KITCHEN Cross References: MARIES KITCHEN	Stella & Chewy's LLC	88033930	11-JUL-2018
<del>MEAL MIXERS</del>  MEAL MIXERS	Stella & Chewy's LLC	88005579	19-JUN-2018
<del>WILD WEENIES</del>  WILD WEENIES	Stella & Chewy's LLC	87844091 / 5651499	21-MAR-2018 / 08-JAN-2019
<del>STELLA'S STEW</del>  STELLA'S STEW Cross References: STELLAS STEW	Stella & Chewy's LLC	87639643 / 5608337	10-OCT-2017 / 13-NOV-2018
<del>CARNIVORE CRAVINGS</del>  CARNIVORE CRAVINGS	Stella & Chewy's LLC	87612159	18-SEP-2017

 A KIBBLE ABOVE	Stella & Chewy's LLC	87417629	19-APR-2017
 THE POWER & TASTE OF RAW IN EVERY BITE	Stella & Chewy's LLC	87362108	07-MAR-2017
THE POWER & TASTE OF RAW IN EVERY BITE	Stella & Chewy's LLC	87976973 / 5450276	07-MAR-2017 / 17-APR-2018
 GOOD EATS	Stella & Chewy's LLC	87347261	23-FEB-2017
 THE POWER OF RAW IN EVERY BITE	Stella & Chewy's LLC	87242320	18-NOV-2016
 HUNTER'S BOUNTY Cross References: HUNTERS BOUNTY	Stella & Chewy's LLC	87123351	01-AUG-2016
 KICKSTART YOUR KIBBLE	Stella & Chewy's LLC	86317550 / 4969338	23-JUN-2014 / 31-MAY-2016
 A LITTLE RAW GOES A LONG WAY	Stella & Chewy's LLC	86317558 / 4969339	23-JUN-2014 / 31-MAY-2016

 NUTRITION THE WAY NATURE INTENDED	Stella & Chewy's LLC	85659267	22-JUN-2012
 ONLY THE GOOD STUFF	Stella & Chewy's LLC	85641393 / 4261558	01-JUN-2012 / 18-DEC-2012
 THE ULTIMATE ADD-ON Cross References: THE ULTIMATE ADD ON	Stella & Chewy's LLC	85575041	20-MAR-2012
 SECUREBYNATURE Cross References: SECURE BY NATURE	Stella & Chewy's LLC	77945331 / 4125986	25-FEB-2010 / 10-APR-2012
 Design Only	Stella & Chewy's LLC	77599506 / 3720868	23-OCT-2008 / 08-DEC-2009
 SECUREBYNATURE Cross References: SECURE BY NATURE	Stella & Chewy's LLC	77599510 / 3908477	23-OCT-2008 / 18-JAN-2011
 THE FOOD OF LOVE	Stella & Chewy's LLC	77405913	26-FEB-2008

DUCK DUCK GOOSE  DUCK DUCK GOOSE	Stella & Chewy's LLC	77392225 / 3706089	08-FEB-2008 / 03-NOV-2009
STELLA & CHEWY'S  STELLA & CHEWY'S	Stella & Chewy's LLC	77239962 / 3408555	26-JUL-2007 / 08-APR-2008
CARNIVORE CRUNCH  CARNIVORE CRUNCH	Stella & Chewy's LLC	77239967 / 3404944	26-JUL-2007 / 01-APR-2008
CARNIVORE KISSES  CARNIVORE KISSES	Stella & Chewy's LLC	77239977 / 3414286	26-JUL-2007 / 22-APR-2008
FARM FRESH	Stella & Chewy's LLC	78222155	05-MAR-2003

**SCHEDULE 3**  
**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.